

Latin American Business Institute Inc. Wholesale Partner Program Agreement

This agreement (the “**Agreement**”) is made between *LATIN AMERICAN BUSINESS INSTITUTE INC*, of 10614 S Federal Hwy, Port St Lucie, FL 34952 (the “**Company**”), and

(The “**Partner**” and together with the Company, the “**Parties**”) for participation in the Company’s partner program.

Recitals

- A. The Partner wishes to promote the Company and its products and services through various promotional mediums such as hyperlinks, opt-in emails, phone calls, and other means of communication.
- B. The Company wishes to provide the Partner with marketing materials so that the Partner may promote the Company.
- C. The Company wishes to increase the distribution of its products by entering into an agreement with the Partner to resell the Company’s products.
- D. The Partner wishes to become a seller of the Company’s products.

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, the Parties agree as follows:

1. Promotional Materials.

The Company shall make available to the Partner certain banner advertisements, button links, text links, special URLs, and/or other graphic or textual material for display and use by the Partner (the “**Promotional Materials**”). The Partner shall display the Promotional Materials on the Partner’s website prominently and as the Partner sees fit, provided that the Partner’s display of the Promotional Materials shall be subject to the terms and conditions of this Agreement. The Partner shall also include a link from the Promotional Materials to the Company’s website, as specified by the Company. The Partner may also use other forms of promotion (opt-in email, press release, blog, phone, and other ads and forms of media) to distribute the Promotional Materials.

2. Discounted Price.

- a. In exchange for the Partner’s display and distribution of the Promotional Materials, and for the Partner’s compliance with and performance of the terms and conditions of this Agreement, the Company shall offer to the Partner a discounted sale price (“**Price**”) of the Company Products (as defined below) sold to a user. If the Partner chooses to extend a discount to make a sale, such discount will be assumed by the Partner. The Discounted Price is subject to change by the Company at any time. The Company shall notify the Partner of any change in the Discounted Price at the email address on file at the Company for the Partner. The Discounted Price will be based on purchases made by a user for any new and recurring purchases for the life of the registered user (“**User Life**”) and as long as the Agreement has not been terminated. The User Life is considered to be 1 year from the date of registration.

- b. In the event that the Agreement is terminated according to the provisions set forth in Section 13 (“**Term**”), the Discounted Price will cease for transactions that occur after the date of termination.

3. Use of Promotional Materials.

The Partner’s use and display of the Promotional Materials on the Partner’s site shall conform to the following terms, conditions and specifications:

- a. The Partner may only use the Promotional Materials for the purpose of promoting the Company’s website (and the products and services available thereon), and for linking to the Company’s website.
- b. The Partner will not alter, add to, subtract from, or otherwise modify the Promotional Materials. If the Partner wishes to alter or otherwise modify the Promotional Materials, the Partner must obtain prior written consent from the Company for such alteration or modification.
- c. The Promotional Materials will be used to link only to the Company’s website, to the specific page and address as specified by the Company.
- d. The Partner cannot advertise a lower price for the Company Products than listed on the Company’s website. The Partner must obtain prior written consent from the Company for any special pricing to be advertised lower than listed on Company’s website.
- e. The Partner may create promotional materials for the purpose of promoting the Company’s website (and the products and services available thereon), and for linking to the Company’s website. However, all promotional materials created by the Partner must be approved by the Company prior to release or use of the content created.

4. Company Products.

The Company and the Partner hereby agree that the Partner may purchase the Company’s Products at the price stated in the Appendix which is an integral part of this Agreement. Partner may facilitate delivery of the Company Products to its customers by: (i) purchasing the Company’s Products; (ii) taking delivery of the Company’s Products; and (iii) subsequently shipping/delivering the Company Products to the Partner’s customers.

5. Use of Promotional Materials and Company Products.

The Partner’s use and display of the Promotional Materials on the Partner’s website and the Partner’s sale of the Company Products shall conform to the following terms, conditions, and specifications:

- a. The Partner may only use the Promotional Materials for the purpose of promoting the Company’s website (and the products and services available thereon), and for linking to the Company’s website.
- b. The Partner will not alter, add to, subtract from, or otherwise modify the Promotional Materials. If the Partner wishes to alter or otherwise modify the Promotional Materials, the Partner must obtain prior written consent from the Company for such alteration or modification.
- c. The Promotional Materials will be used to link only to the Company’s website, to the specific page and address as specified by the Company.

- d. The Partner shall not advertise a lower price than listed on the Company's website. The Partner must obtain prior written consent from the Company for any special pricing to be advertised lower than listed on Company's website.
- e. The Partner may create promotional materials for the purpose of promoting the Company's website (and the products and services available thereon), and for linking to the Company's website. However, all promotional materials created by the Partner must be approved by the Company prior to release or use of the content created.
- f. The Partner will not alter, add to, subtract from, or otherwise modify the Company Products.
- g. The Partner shall comply with all Company procedures and rules relating to the Company's website.

6. Partner's Representations and Warranties.

The Partner represents and warrants the following:

- a. The Partner has the legal authority to enter into this Agreement and to be bound to the promises, covenants, and other duties set forth in this Agreement.
- b. The Partner's website does not contain any materials that are:
 - i. Sexually explicit, obscene, or pornographic;
 - ii. Offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise);
 - iii. Graphically violent, including any violent video game images; or
 - iv. solicitous of any unlawful behavior.
- c. The Partner has obtained any necessary clearances, licenses, or other permission for any intellectual property used on the Partner's website. Nothing on the Partner's website infringes upon the intellectual property rights of any person or entity. No person or entity has brought or threatened an action claiming such infringement, nor does the Partner have any reason to believe that any person or entity will bring or threaten such a claim in the future.
- d. The Partner will not use the Promotional Materials in any manner other than those set forth in this Agreement.
- e. The Partner will not make any claim to ownership of the Promotional Materials, or of the copyright, trademark, or other intellectual property therein.
- f. The Partner will not publish or otherwise distribute any advertising materials for the Partner's website that reference the Company or the Company's website unless the Company gives prior written consent to the distribution of such materials. The Partner will not use the Company's name (or any name that is confusingly similar to the Company's name) for any purpose on its website, in its promotional materials, or in any other context except to promote the Company's website as specified in this Agreement. The Partner will not register any domain name that incorporates the Company's name, or that is confusingly similar to the Company's name.
- g. The Partner will not engage in the distribution of any unsolicited bulk emails (spam) in any way mentioning or referencing the Company or the Company's website. The Partner will not send individual unsolicited commercial emails in any way mentioning or referencing the Company or the Company's website without the Company's prior written permission. Any email sent on behalf of a Partner that promotes the products and service of the Company must comply with CAN-SPAN laws and include language similar to the following: "This is an advertisement for the

products and services of Latin American Business Institute, INC, 10614 S Federal Hwy, Port St Lucie, FL 34952. To unsubscribe from this email list, please reply to this email with the word Unsubscribe in the subject or body of the email or please click this [link](#) to unsubscribe.”

- h. The Partner must comply with Do Not Call state and federal laws. The Company is required under law to maintain a Do Not Call list and anyone wishing to not be contacted needs to be on file with the Company. If the Partner receives a Do Not Call or Unsubscribe request, the Partner must notify the Company of this request within 1 business day, but immediate notification is best.
- i. The Partner will not use the Company Products or the Company’s website in any manner other than those set forth in this Agreement.
- j. The Partner will not make any claim to ownership of the copyright, trademark, or other intellectual property of the Company.

7. License.

The Company hereby grants to the Partner a nonexclusive, nontransferable license (the “**License**”) to use the Promotional Materials, including any promotional materials created by the Partner and approved by the Company for use by the Partner and to sell the Company Products as specified under the terms and conditions of this Agreement. The term of the License shall expire upon the expiration or termination of this Agreement.

8. Intellectual Property.

The Company retains all right, ownership, and interest in the Promotional Materials and in any copyright, trademark, or other intellectual property in the Promotional Materials. The Company retains all right, ownership, and interest in the Company Products, and in any copyright, trademark, or other intellectual property in the Company Products. Nothing in this Agreement shall be construed to grant to the Partner any rights, ownership or interest in the Company Products, or in the underlying intellectual property, other than the rights to use the Promotional Materials and the Company Products granted under the License, as set forth in Section 7.

9. Relationship of Parties.

This Agreement shall not be construed to create any employment relationship, agency relationship, or joint venture between the Company and the Partner. The Partner shall have no authority to bind the Company into any agreement, nor shall the Partner be considered an agent of Company in any respect.

10. Indemnification.

The Partner shall indemnify the Company and hold harmless the Company from any claim, damage, lawsuit, action, complaint, or other costs arising out of any breach of the Partner’s representations and warranties set forth in Section 6 above. The Partner shall also indemnify and hold harmless the Company for any damage, loss or other cost arising out of the use or misuse by the Partner of the Company Products or the Promotional Materials (including any promotional materials created by the Partner and approved by the Company for use by the Partner).

11. Confidentiality.

Any information that the Partner is exposed to by virtue of its relationship with the Company in connection with this Agreement, which information is not available to the general public, shall be considered to be "**Confidential Company Information.**" The Partner may not disclose any Confidential Company Information to any person or entity, except where compelled by law, unless the Partner obtains prior written consent for such disclosure from the Company. The Partner may not discuss the terms of this Agreement, the technology used, the concepts of the Partner program, or any other details of this relationship with any other company, potential competitor, or individual outside of the Parties. The Company considers this Partner program proprietary and a competitive advantage and all information must remain confidential. The Parties acknowledge and agree that the Partner's obligations under this Section 11 shall remain in effect for a period of 2 years following the termination of this Agreement.

12. Non-Compete & Exclusivity.

The Partner hereby agrees to not compete directly or indirectly with the business of the Company and its successors and assigns during the term of this Agreement and for a period of 6 months following termination of this Agreement and notwithstanding the cause or reason for termination. The term "not compete" as used herein shall mean that the Partner shall not own, manage, operate, consult, be an owner or shareholder, or be employed by a business substantially similar to or competitive with the business of the Company or such other business activity in which the Company may substantially engage during the term of engagement. The business of the Company includes continuing professional education and test preparation products and services. The Partner acknowledges that the Company may provide the Partner access to trade secrets, customers and other confidential data and good will in connection with this Agreement. The Partner agrees to retain said information as confidential and not to use said information on his or her own behalf or disclose same to any third party. The Partner also hereby agrees to not represent any other competitive products and grants exclusivity to the Company for continuing professional education and test preparation products and services. Notwithstanding the foregoing, the Partner's non-compete and exclusivity obligations under this Section 12 do not apply to classes, seminars, webinars, conventions, or other live sessions that the Partner may conduct as part of its normal operations currently in effect as of the date of this Agreement. Furthermore, Programs endorsed or provided by a national affiliation are also excluded from this Section 12.

13. Term.

- a. This Agreement shall take effect immediately, and shall remain in full force and effect until terminated pursuant to this Section 13.
- b. Either Party shall have the right to terminate this Agreement at any time and for any cause. The terminating Party must give written notice to the other Party at least 30 days prior to the intended date of termination. Notwithstanding the foregoing, the Company reserves the right to terminate this Agreement immediately if the Partner is no longer actively promoting or reselling the Company Products in connection with this Agreement.
- c. Upon termination of this Agreement, the Partner shall immediately discontinue: (1) all use and display of the Promotional Materials (including any promotional materials created by the Partner and approved by the Company for use by the Partner) on the Partner's website or in its

marketing programs and (2) all reselling of the Company Products. Notwithstanding the foregoing, in the event of a termination of this Agreement, the Company, in its sole discretion, may honor any outstanding orders for Company Products placed by the Partner prior to the termination of this Agreement. If the Company decides not to honor any outstanding orders placed prior to the termination of this Agreement, the Company shall promptly refund any funds paid in advance for such outstanding orders.

14. Taxes.

The Parties hereby acknowledge and agree that the Partner shall be responsible for any taxes owed by the Partner arising out of the Partner's relationship with the Company in connection with this Agreement.

15. Limitation of Liability.

The Company shall not be liable for any loss of profits or costs, or for any direct, indirect, special, incidental or consequential damages, including costs associated with the procurement of substitute goods or services (whether the Company was or should have been aware or advised of the possibility of such damage), arising out of or associated with any loss, suspension or interruption of service, termination of this Agreement, use or misuse of the Company Products, or other performance of services under this Agreement.

16. Assignment.

The Parties shall not assign or transfer their respective rights or obligations under this Agreement without the other Party's prior written consent. Notwithstanding the foregoing, the Company may assign this Agreement to a subsidiary or affiliate of the Company without the prior written consent of the Partner.

17. Counterparts.

This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

18. Severability.

If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

19. Headings.

The headings for sections herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.

20. Entire Agreement.

This Agreement constitutes the entire agreement between the Company and the Partner relating to the subject matter of this Agreement, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

21. Amendment.

This Agreement may not be amended or modified, except in writing by the Parties.

22. Dispute Resolution.

Any dispute arising out of this Agreement shall first be resolved by mediation, if possible. This contract was entered into in Saint Lucie County, Florida, and any necessary arbitration or litigation will take place in such county. In the event the Agreement is litigated, the prevailing party is entitled to recover attorneys' fees.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Agreement on --
_____, 2014.

The Company: LATIN AMERICAN BUSINESS INSTITUTE, INC

By: _____ Date: _____

Print: Carlos Ramirez MBA EA RTRP MS

Title: President

Partner: _____

By: _____ Date: _____

Print: _____

Title: _____

Appendix

Live Class	Hours	Suggested Price	Sales Commissions	Books Included	Material			
Basic Income Tax	30Hours	\$ 380.00	\$225.00	Yes	PPT & TEST	Per student	(Minimum 5)	On your installations
Corporate Seminar	3 Days	\$ 375.00	\$225.00	Yes	PPT	Per student	(Minimum 5)	On your installations
AFSP	2 Days	\$ 300.00	\$ 220.00	Yes	PPT	Per student	(Minimum 5)	On your installations

The Instructor for AFSP must be **EA, CPA or RTRP**

The Instructor for Corporate Course must be **EA, CPA**

The Instructor for Basic Tax must be **Professional Tax Preparer (3 years experience) EA, CPA or RTRP**

* 4 Hours per week

4 Weekends

30 Hours or more per 1040 basic course

Two Weeks every day 2 hours per day

40 hours per course

Afsp 2 Days

This appendix can be changed any time